

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING
FROM 2015-2016 HOMELAND SECURITY GRANT PROGRAM**

THIS AGREEMENT is entered into by and between the **Jacksonville Sheriff's Office** ("Local Government Unit") and the **Florida Department of Law Enforcement** ("FDLE").

WHEREAS, the U.S. Department of Homeland Security, Office of Grant Programs under the Federal Emergency Management Agency, (formerly the Office of Grants & Training under the Preparedness Directorate), made available 2015 Homeland Security Grant Program funds to the Florida Division of Emergency Management (FDEM) as the State of Florida's State Administrative Agency under federal grant guidelines, which funds are designated to be used for planning, organization, equipment, training, exercise, and management and administrative purchases and activities in domestic preparedness,

WHEREAS, pursuant to the authority of federal grant guidelines, the FDEM has contracted with FDLE to administer a portion of the 2015 State Homeland Security Program (SHSP), and the Local Government Unit is eligible and has received a distribution of a portion thereof;

WHEREAS, pursuant to Chapter 943, Florida Statutes, FDLE, whose executive director serves as the Chief of Domestic Security for the State, has established seven Regional Domestic Security Task Forces (RDSTF's), which form the basis of the State's regional response structure in domestic preparedness, and which include federal, state, and local partners, public and private, who work together in developing funding strategies to meet the goals of the statewide domestic security plan;

WHEREAS, the Parties, through the RDSTF's and the Florida Domestic Security Oversight Council (Florida's senior advisory committee that facilitates coordination among key agencies and disciplines receiving federal and state homeland security assistance) have utilized Florida's statewide domestic security strategy and the federal Homeland Security Strategies in determining the need and basis for the expenditure and use of the 2015 SHSP Grant funds designated in this agreement, and have received state, local, and federal approval for such expenditure and use of said funds and have designated certain items and services for expenditures of said funds, which will serve to support Florida's regional response structure, through the Local Government Unit and the RDSTF members and partners statewide;

WHEREAS, the 2015 Homeland Security Grant Program guidelines require the State of Florida ("State") to obligate not less than 80% of the 2015 SHSP funds to local units of government;

WHEREAS, the Parties have identified at least one project over which the State of Florida, through FDLE, should retain responsibility, on behalf of the Local Government Unit and others within the Florida regional response structure, and which, therefore, requires the State, through FDLE, to retain a portion of the Local Government Unit's 2015 SHSP funds, for related expenditures; and

WHEREAS, the 2015 Homeland Security Grant guidelines require that, if, at the request of a local government unit, a State retains a portion of SHSP grant funds otherwise allocated to a local government unit, the State must enter into a memorandum of understanding with the Local Government Unit, specifying the amount of funds to be retained by the State and the intended use of the funds;

NOW, THEREFORE, the Parties enter into this memorandum of understanding and agree to the following terms:

1. The Local Government Unit requests that the State of Florida, through FDLE, retain, on behalf of the Local Government Unit, a portion of the 2015 SHSP grant funds allocated to the Local Government Unit, to be used as described herein.
2. FDLE, representing the State in its administration of the 2015 SHSP grant funds, agrees to retain and expend a portion of the Local Government Unit's allocation of the SHSP grant funds from the 2015 Homeland Security Grant in the amount of **\$56,245.00** ("Grant Fund Amount"), for expenditures related to the below project, on behalf of the Local Government Unit.

☒ **Information Sharing to Preempt Terrorist Attacks**

2015 Issue 8 – Florida's Fusion Centers - \$56,245.00

Project/purpose: To support the continued use of secure messaging tools, statewide intelligence databases, analytical software to support domestic security investigations and fusion operations to ensure statewide uniform practices of collection, analysis and reporting of criminal and terrorism indicators and suspicious activity.

3. FDLE has been approved by the State and the Local Government Unit as the appropriate agency to acquire the items and/or provide the services required for the above-referenced expenditures on behalf of the Local Government Unit.
4. FDLE may maintain custody and control of any item purchased or created pursuant to this agreement (including any license granted thereby), on behalf of the local government, and/or may transfer said item to partnering agencies within the RDSTF's, for the benefit of all local law enforcement agencies statewide, as permitted by law and contract. Equipment purchased will be from the approved 2015 DHS Authorized Equipment List (AEL).

5. The Parties shall comply with applicable federal, state, and local laws, regulations, and guidelines in allocations, expenditures, reports, and audits related to the use of the Grant Fund Amount and any equipment purchased with such funds.
6. This agreement is effective upon its execution by the Parties and may be modified only in writing with execution by both Parties. This agreement terminates three years from the date of the award of the 2015 SHSP funds to the State, or earlier a) as otherwise stated herein, b) as agreed to by the Parties, or c) as otherwise required by law or by state or federal guidelines.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their undersigned officials who are duly authorized.

JACKSONVILLE SHERIFF'S OFFICE

501 E. Bay Street
Jacksonville, Florida 32202-2927
(904) 630-2120

Signature of Agency official

Printed Name of Agency official

Title

Date

Witness Signature

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

921 North Davis Street
Building E
Jacksonville, Florida 32209
(904) 360-7100

Signature of Agency official

Printed Name of Agency official

Title

Date

Witness Signature

Pursuant to authority conveyed by Section 37.101,
Jacksonville Municipal Ordinance Code.

Form Approved:

By: S Stockwell
Office of General Counsel